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HECORDATION NO. 18443-

APR 28 1994 - 11 50 AM

INTERSTATE COMMERCE COMMISSION

April 27, 1994

RECORDATION NO.

File: A-13777-G

EOC: 0-097

APR 28 1994 -10 50 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney Strickland, Jr. Secretary Interstate Commerce Commission Washington, DC 20434

Chicago and NorthWestern Transportation Company



One NorthWestern Center Chicago, Illinois 60606

Office of the Secretary 312.559.6156

Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993, between Chicago and North Western Transportation Company, the Lessee, and Shawmut Bank Connecticut, National Association, not in its individual capacity except as otherwise expressly provided, but solely as Owner Trustee under a Trust Agreement, the Lessor, Recorded October 21, 1993 and assigned ICC Recordation No. 18443

and

Trust Indenture and Security Agreement (CNW 1993-B) dated as of October 14, 1993, between Shawmut Bank Connecticut, National Association, as Owner Trustee and Harris Trust and Savings Bank, as Indenture Trustee, Recorded October 21, 1993 and assigned ICC Recordation No. 18443-A

Dear Mr. Strickland:

Pursuant to Section 11303 of the Interstate Commerce Act, enclosed for recordation in relation to the above-referenced agreements are four (4) original counterparts dated as of April 29, 1994 Lease Supplement (CNW 1993-B) No. 7 between Shawmut Bank Connecticut, National Association, as Lessor, and Chicago and North Western Transportation Company, as Lessor, covering 139 Covered Jumbo Hoppers.

Also enclosed for recordation in connection with the above agreements are four (4) original counterparts dated as of

L:\GROUPS\SECURE\GENERAL\EQUIPT\0076(1)

Mr. Sidney Strickland, Jr. April 27, 1994
Page 2

April 29, 1994 to Indenture Supplement (CNW 1993-B) No. 7, between Shawmut Bank Connecticut, National Association, as Owner Trustee, and Harris Trust and Savings Bank, as Indenture Trustee, covering 139 Covered Jumbo Hoppers.

The names and addresses of the parties to the above agreements are as follows:

Chicago and North Western Transportation Company 165 North Canal Street Chicago, IL 60606

Shawmut Bank Connecticut, National Association 777 Main Street Hartford, CT 06115

Harris Trust and Savings Bank 311 West Monroe Street Chicago, IL 60606

Enclosed is a check to cover the recording fee. Please assign a sub-file recordation number to Lease Supplement No. 7 and to Indenture Supplement No. 7, retain one counterpart for your files and return to me the remaining counterparts with the stamped recordation data.

Sincerely,

K/ A. Dombrowski

Assistant Secretary

Enclosures

APR 28 1994 -10 50 AM

INTERSTATE COMMERCE COMMISSION

This INDENTURE SUPPLEMENT (CNW 1993-B) No. 7, dated as of April 29, 1994, (this "Indenture Supplement"), between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement (CNW 1993-B), dated as of October 14, 1993 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and General Foods Credit Corporation, a Delaware corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (CNW 1993-B), dated as of October 14, 1993 (the "Indenture"), between the Owner Trustee and the Indenture Trustee;

WITNESSETH:

WHEREAS, the Indenture provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Equipment and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof, and a counterpart of the Indenture is attached to and made a part of this Indenture Supplement;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on each Equipment Note issued on the date hereof and outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Equipment Notes in such Equipment Notes, subject to the terms and conditions of the and in consideration of the premises and of the Indenture, covenants contained in the Indenture and of the acceptance of such Equipment Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described in the copy of the Lease Supplement attached hereto and (ii) has sold,

assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Equipment Notes issued on the date hereof and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Indenture Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Indenture Supplement is being delivered in the State of New York.

This Indenture Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Indenture Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been purchased by the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee and Indenture Trustee have caused this Indenture Supplement to be duly executed by their respective duly authorized officers, as of the day and year first above written.

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee

Title: MARK A. FORGETTA
VICE PRESIDENT

HARRIS TRUST AND SAVINGS BANK, as Indenture Trustee

Title: J BARTOLINI

VICE PRESIDENT

On this 25 th day of April, 1994, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

My commission expires

KAREN R. FELT NOTARY PUBLIC My Commission Expires 02/28/99 STATE OF ILLINOIS)
COUNTY OF COOK)

On this $\frac{26}{}$ th day of April, 1994, before me personally appeared J. Bartolini , to me personally known, who, by me being duly sworn, says that she is a Vice President of Harris Trust and Savings Bank, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

OFFICIAL SEAL
KIMBERLY LANGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-14-97

Notary Public

My commission expires

LEASE SUPPLEMENT (CNW 1993-B) NO. 7

Dated as of April 29, 1994

between

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1993-B), DATED AS OF OCTOBER 14, 1993, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant
to 49 U.S.C. § 11303 on
Recordation Number, and deposited in the office
of the Registrar General of Canada pursuant to
Section 90 of the Railway Act of Canada on

LEASE SUPPLEMENT (CNW 1993-B) NO. 7

LEASE SUPPLEMENT (CNW 1993-B) No. 7 dated as of April 29, 1994 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1993-B) dated as of October 14, 1993 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

- 1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.
- 2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.
- 3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.
- 4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.
- 5. The aggregate Equipment Cost of the Units leased hereunder is \$7,345,733.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement.

- 6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.
- 7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.
- 8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of October 14, 1993", the "Lease Agreement, dated as of October 14, 1993" or the "Lease, dated as of October 14, 1993," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.
- 9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.
- 10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.
- 11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION,

not in its individual capacity, but solely as Owner Trustee

Bv:

Name: MARK A. FORGETTA
Title: VICE PRESIDENT

LESSEE:

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

By:

Name:

Title:

J. E. VOLDSETH
VICE-PRESIDENT FINANCE

Receipt of the original counterpart of the foregoing Lease Supplement No. 7 is hereby acknowledged this 24 day of Aperlag, 1994.

HARRIS TRUST AND SAVINGS BANK, as Indenture Trustee

By:

Name: 1. BARTOLINI

Title: VICE PRESIDENT

On this <u>25</u>th day of April, 1994, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

My commission expires

KAREN R. FELT NOTARY PUBLIC My Commission Expires 02/28/99 STATE OF ILLINOIS)
COUNTY OF COOK)

On this 26th day of April, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is Vice President - Finance of Chicago and North Western Transportation Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

" OFFICIAL SEAL "
ALANNA R. WARREN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/26/96

Notary Public

Dama RIDamon

My commission expires 10/26/96.

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UNITS OF EQUIPMENT

CNW	NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CMM	490387	MARCH 24, 1994	\$52,847
	490395	MARCH 24, 1994	\$52,847
	490398	MARCH 24, 1994	\$52,847
	490401	MARCH 24, 1994	\$52,847
	490405	MARCH 24, 1994	\$52,847
	490407	MARCH 24, 1994	\$52,847
	490410	MARCH 24, 1994	\$52,847
	490546	the contract of the contract o	\$52,847
	490553	·	\$52,847
	490605	·	\$52,847
	490644	MARCH 31, 1994	\$52,847
	490645		\$52,847
	490646		\$52,847
	490672	•	\$52,847
	490674	· · · · · · · · · · · · · · · · · · ·	\$ 52,847
	490677		\$52,847
	490679		\$ 52,847
CNW	490681	MARCH 31, 1994	\$52,847
CNW	490684	AFRIL 18, 1994	\$52,847
CNW	490686	MARCH 31, 1994	\$52,847
CNW	490689	AFRIL 18, 1994	\$52,847
CNW	490690	APRIL 18, 1994	\$52,847
CNW	490691	APRIL 18, 1994	\$52,847
CNW	490694	MARCH 24, 1994	\$52,847
CNW	490703	MARCH 31, 1994	\$52,847
CNW	490707	MARCH 31, 1994	\$ 52,847
CNW	490709	MARCH 31, 1994	\$ 52 , 847
CNW	490710	MARCH 25, 1994	\$52,847
CNW	490711	MARCH 31, 1994	\$52,847
	490712	APRIL 18, 1994	\$52,847
CNW	490713	APRIL 18, 1994	\$52,847
	490715	MARCH 31, 1994	\$52,847
CNW	490717	MARCH 31, 1994	\$ 52,847
	490718	MARCH 31, 1994	\$52,847
CNW	490719	MARCH 31, 1994	\$52,847
CNW	490720	MARCH 31, 1994	\$52,847
CNW	490721	MARCH 31, 1994	\$52,847
CNW	490723	APRIL 15, 1994	\$52,847
CNW	490724	MARCH 25, 1994	\$52,847
CNW	490727	APRIL 15, 1994	\$52,847
CNW	490728	MARCH 24, 1994	\$52,847
CNW	490730	MARCH 25, 1994	\$52,847
CMM	490742	MARCH 31, 1994	\$52,847
CNW	490743	MARCH 31, 1934	\$52,847
CNW	490744 ✓	· ·	\$52,847
CNW	490745	MARCH 31, 1994	\$52,847

UNITS OF EQUIPMENT

CNW	NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW	490746	APRIL 12, 1994	\$ 52,847
	490747	MARCH 31, 1994	\$ 52,847
CNW	490750	MARCH 31, 1994	\$52,847
CNW	490753	APRIL 12, 1994	\$52,847
CNW	490754	MARCH 31, 1994	\$52,847
CNW	490755	MARCH 31, 1994	\$ 52,847
CNW	490756	MARCH 31, 1994	\$52,847
CNW	490757	MARCH 31, 1994	\$ 52,8 47
CNW	490758	MARCH 31, 1994	\$52,847
	490759	APRIL 15, 1994	\$52,847
	490762	APRIL 15, 1994	\$52,847
CNW	490763	MARCH 31, 1994	\$ 52,847
CNW	490764	APRIL 15, 1994	\$52,847
CNW	490765	MARCH 29, 1994	\$ 52,84 7
CNW	490766	MARCH 25, 1994	\$52,847
CNW	490768	MARCH 25, 1994	\$52,847
	490769	APRIL 15, 1994	\$52,847
CNW	490770	MARCH 25, 1994	\$52,847
	490771	MARCH 25, 1994	\$52,847
CNW	490773	MARCH 29, 1994	\$52,847
CNW	490774	MARCH 29, 1994	\$52,847
CNW	490776	APRIL 15, 1994	\$52,847
CNW	490777	APRIL 15, 1994	\$ 52,847
CNW	490778	APRIL 15, 1994	\$52,847
CNW	490779	APRIL 15, 1994	\$52,847
CNW	490781 V		\$52,847
CNW	490782	MARCH 29, 1994	\$52,847
CNW	490788	MARCH 29, 1994	\$52,847
CNW	490789	MARCH 29, 1994	\$52,847
CNW	490790	MARCH 29, 1994	\$52,847
CNW	490791	MARCH 29, 1994	\$ 52,847
CNW	490793	MARCH 29, 1994	\$52,847
	490794	APRIL 15, 1994	\$52,847
CNW	490797	APRIL 15, 1994	\$52,847
	490798	APRIL 15, 1994	\$52,847
CNW		APRIL 1, 1994	\$52,847
CNW	490800	APRIL 1, 1994	\$52,847
CNW	490801	APRIL 15, 1994	\$52,847
CNW	490802	APRIL 1, 1994	\$ 52 , 847
CNW	490803	APRIL 1, 1994	\$52,847
CNW	490804	APRIL 1, 1994	\$52,847
CNW	490805	APRIL 1, 1994	\$ 52,847
CNW	49080€	MARCH 29, 1994	\$52,847
CNW	490807	APRIL 1, 1994	\$52,847
CNW	490808	APRIL 8, 1994	\$ 52 , 847
CNW	490809	APRIL 5, 1994	\$52,847
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UNITS OF EQUIPMENT

CNW	NUMBER	ACCEPTANCE DATE	UNIT EQUIPMENT COST
CNW	490810	MARCH 29, 1994	\$52,847
	490811	APRIL 1, 1994	\$52,847
CNW	490812	APRIL 5, 1994	\$52,847
	490813	APRIL 5, 1994	\$52,847
CNW	490814	APRIL 1, 1994	\$52,847
	490817	APRIL 5, 1994	\$52,847
CNW	490819	APRIL 12, 1994	\$ 52,847
	490824	APRIL 5, 1994	\$52,847
CNW	490825	APRIL 5, 1994	\$52,847
CNW	490827	APRIL 8, 1994	\$52,847
CNW	490828	APRIL 8, 1994	\$52,847
CNW	490829	APRIL 5, 1994	\$ 52,847
CNW	490830	APRIL 5, 1994	\$ 52,847
CNW	490831	APRIL 5, 1994	\$ 52,847
CNW	490832	APRIL 8, 1994	\$52,847
CNW	490833	APRIL 5, 1994	\$ 52 , 847
CNW	490835	APRIL 8, 1994	\$52,847
CNW	490840	APRIL 8, 1994	\$52,847
CNW	490841	APRIL 13, 1994	\$52,847
CNW	490843	APRIL 13, 1994	\$52,847
CNW	490844	APRIL 13, 1994	\$52,847
CNW	490845	APRIL 8, 1994	\$52,847
CNW	490846	APRIL 13, 1994	\$ 52,847
CMM	490847	APRIL 13, 1994	\$52,847
CNW	490848	APRIL 8, 1994	\$52,847
CNW	490849	APRIL 13, 1994	\$52,847
CNW	490850	APRIL 8, 1994	\$52,847
	490851	APRIL 8, 1994	\$52,847
	490853	APRIL 8, 1994	\$52,847
	490839	APRIL 18, 1994	\$52,847
	490852	APRIL 18, 1994	\$52,847
	490854	APRIL 18, 1994	\$52,847
	490856	APRIL 18, 1994	\$52,847
	490857	APRIL 18, 1994	\$52,847
	490859	APRIL 21, 1994	\$52,847
CNW	490860	APRIL 18, 1994	\$52,847
CNW	490863	APRIL 18, 1994	\$52,847
CNW	490867	APRIL 18, 1994	\$52,847
CNW	490868	APRIL 18, 1994	\$52,847
CNW	490871	APRIL 21, 1994	\$52,847
CNW	490873	APRIL 21, 1994	\$52,847
CNW	490875	APRIL 18, 1994	\$52,847
CNW	490879	APRIL 18, 1994	\$52,847
CNW	490895	APRIL 21, 1994	\$52,847
CNW	490897	APRIL 21, 1994	\$52,847
CNW	490898	APRIL 21, 1994	\$ 52,847

SCHEDULE 1 APRIL 29, 1994

UNITS OF EQUIPMENT

CNW NUMBER

ACCEPTANCE DATE UNIT EQUIPMENT COST

CNW 490900

APRIL 21. 1994

\$52,847

TOTAL UNITS OF EQUIPMENT

139

TOTAL EQUIPMENT COST \$7,345,733